

1400

NIQA

**JACKSON LEWIS P.C.**

Marjorie N. Kaye, Esq. (PA #315093)  
Kristin L. Witherell, Esq. (PA #325594)  
Three Parkway  
1601 Cherry Street, Suite 1350  
Philadelphia, PA 19102  
T: (267) 319-7802  
F: (215) 399-2249

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANTONIO ROMERO,  
7 Long Meadow Road  
Royersford, PA 19468

Plaintiff,

v.

GUARDICORE, INC.,  
100 Summer Street  
Suite 1600  
Boston, MA 02110

Defendant.

To: Clerk of Court  
U.S. District Court for the Eastern District of Pennsylvania  
2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

Sidney L. Gold, Esquire  
Sidney L. Gold & Assoc., P.C.  
1835 Market Street · Suite 515  
Philadelphia, PA 19103

19 4932

CIVIL ACTION NO.:

**NOTICE OF AND  
PETITION FOR REMOVAL**

FILED  
OCT 22 2019  
S. A. N. Clark  
Dep. Clerk

**NOTICE OF AND PETITION FOR REMOVAL**

Pursuant to 28 U.S.C. § 1446, Defendant hereby invokes this Court's jurisdiction under 28 U.S.C. § 1332, and states the following grounds for removal:

**BACKGROUND**

1. Plaintiff Antonio Romero (“Plaintiff”) instituted this action on September 16, 2019 in the Pennsylvania Court of Common Pleas, Philadelphia. A true and correct copy of the Complaint is attached hereto as Exhibit “A.”

2. Defendant was served with the Complaint on October 4, 2019.

3. These documents constitute all pleadings, process and other documents served upon Defendant in this action. These documents are the initial pleadings served upon Defendant setting forth the claims upon which Plaintiff’s action is based.

4. This notice and petition is timely filed pursuant to the provisions of 28 U.S.C. § 1446(b) in that Defendant has effected removal within thirty (30) days of receipt of a paper from which it could first be ascertained that this action is removable.

5. Defendant has not filed an answer or other pleading in the Pennsylvania Court of Common Pleas, Philadelphia County.

6. Venue is proper in this Court as it is the District Court of the United States for the district and division within which the state court action is pending.

**DIVERSITY JURISDICTION**

7. The Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) because it is a civil action between citizens of a State and citizens or subjects of a foreign state and the amount in controversy exceeds \$75,000, exclusive of interest and costs. This case may therefore be removed pursuant to 28 U.S.C. § 1441.

8. 28 U.S.C. § 1441(a) provides, in relevant part, that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be

removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.”

9. This action is one over which this Court has original jurisdiction. Pursuant to 28 U.S.C. § 1332(a)(2), the district courts have original jurisdiction of all civil actions between citizens of a State and citizens or subjects of a foreign state where the matter in controversy exceeds the sum or value of \$75,000.

10. In this matter, there is complete diversity of citizenship between Plaintiff and Defendant. Plaintiff is and has been, both upon the filing of the subject Complaint on September 16, 2019, and the filing of this removal petition, a citizen and resident of the Commonwealth of Pennsylvania. Guardicore, Inc., has been and is, both upon the filing of the subject Complaint on September 16, 2019, and the filing of this removal petition, a Delaware corporation with its principal place of business in the State of Massachusetts.

11. The entire amount in controversy, while not specifically enumerated in Plaintiff’s complaint, appears to contemplate an amount exceeding the sum or value of \$75,000.00. *See Ex. A.* Where removal is based on 28 U.S.C. § 1332 (a), and the plaintiff does not specifically delineate damages sought in the complaint, courts must measure the amount by a reasonable reading of the value of the rights being litigated. 28 U.S.C. § 1446(c)(2); *see also Werwinski v Ford Motor Co.*, 286 F. 3d 661, 666 (3d Cir. 2002) (finding that district courts must measure the amount in controversy “not . . . by the low end of an open-ended claim, but rather by a reasonable reading of the value of the rights being litigated”) (quoting *Angus v. Shiley Inc.*, 989 F. 2d 142, 146 (3d Cir, 1993)). In this matter, a reasonable reading of the complaint supports Defendant’s position that the amount in controversy exceeds \$75,000.

12. Here, Plaintiff seeks to recover “an amount in excess of \$50,000 in economic damages and compensatory damages for emotional distress, together with costs, interest, and attorneys’ fees.” (See Exhibit A). Given the relief requested by Plaintiff, Defendant submits that the amount in controversy exceeds the jurisdictional amount. Therefore, the jurisdictional threshold of \$75,000 is satisfied.

13. Based on the foregoing, this Court has original jurisdiction over Plaintiff’s claims by virtue of diversity of citizenship and satisfaction of the amount in controversy requirement of 28 U.S.C. § 1332(a)(2). Thus, this action may be removed to this Court pursuant to 28 U.S.C. § 1441(a).

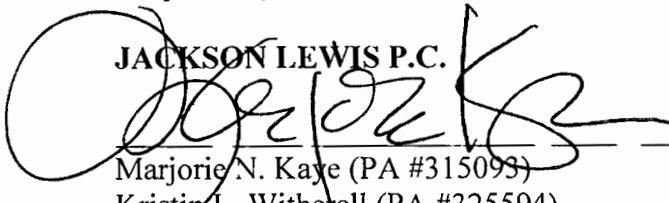
**VENUE**

Pursuant to 28 U.S.C. §§ 1441(a), venue lies in the United States District Court for the Eastern District of Pennsylvania because the state action was filed in this District and this is the judicial district in which the action arose.

**NOTICE**

Pursuant to 28 U.S.C. §1446(d), Defendants have given written notice of the removal of this action to all adverse parties, and has filed a copy of this Notice with the Clerk of the Court of Common Pleas, Philadelphia County, Civil Division.

Respectfully submitted,

  
JACKSON LEWIS P.C.  
Marjorie N. Kaye (PA #315093)  
Kristin L. Witherell (PA #325594)  
Three Parkway  
1601 Cherry Street, Suite 1350  
Philadelphia, PA 19102  
T: (267) 319-7802  
F: (215) 399-2249

marjorie.kaye@jacksonlewis.com  
kristin.witherell@jacksonlewis.com  
ATTORNEYS FOR DEFENDANT

Dated: October 22, 2019

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANTONIO ROMERO,

Plaintiff,

v.

GUARDICORE, INC.,

Defendant.

CIVIL ACTION NO.:

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22<sup>nd</sup> day of October 2019, a true and correct copy of **Defendant's Notice of and Petition for Removal** was filed with the Court and served upon the individuals listed below, via E-mail and/or Overnight Mail.

Sidney L. Gold, Esquire  
1835 Market Street, Suite 515  
Philadelphia, PA 19103

  
Marjorie N. Klaye (PA #315093)

4837-6215-2874 v. 1

# EXHIBIT A

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**SEPTEMBER 2019**

Filing Number 1909035403

**002012**PLAINTIFF'S NAME  
ANTONIO ROMERODEFENDANT'S NAME  
GUARDO CORP., INC.PLAINTIFF'S ADDRESS  
11 LIVING MEADOW ROAD  
WILMINGTON, DE 19806DEFENDANT'S ADDRESS  
11 LIVING MEADOW ROAD  
WILMINGTON, DE 19806

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

TOTAL NUMBER OF DEFENDANTS

COMMENCEMENT OF ACTION

Complaint  Petition Action  Notice of Appeal  
 Writ of Summons  Transfer from Other Jurisdictions

AMOUNT IN CONTROVERSY

COURT PROGRAMS

\$50,000.00 or less  
 More than \$50,000.00

Arbitration  
 Jury  
 Non-Jury  
 Other

Miss-Tax  
 Savings Action  
 Petition

Commerce  
 Minor Court Appeal  
 Statutory Appeals

Settlement  
 Minors  
 W/D/Surival

CLASS ACTION

I, ANTHONIO ROMERO, AM A PROPER DISBURSE

SIGNATURE OF PLAINTIFF/PETITIONER/APPELLANT

RELATED PENDING CASES (IS THIS A CLASS ACTION AND WHICH NUMBER)

**FILED  
PRO PROTHY**

6 CASE SUBJECT TO  
COORDINATION ORDER  
YES NO

SEP 16 2019

A. SILIGRINI

TO THE PROTHONOTARY

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant ANTHONIO ROMERO

Papers may be served at the address set forth below

NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY

ANTONY J. GOLDE

ATTORNEY

1830 MARKET STREET

SUITE 51

PHILADELPHIA PA 19103

PHONE NUMBER

412-367-3993

FAX NUMBER

412-367-3993

SUPREME COURT OF PENNSYLVANIA

NAME/ADDRESS

100 MARKET STREET

SUITE 1000

PHILADELPHIA PA 19103

S. ANTHONIO ROMERO

DATE SUBMITTED

Monday, September 16, 2019, 3:12PM

FINAL COPY (Approved by the Prothonotary Clerk)

SIDNEY L. GOLD & ASSOC., P.C.  
Sidney L. Gold, Esquire  
Identification No 21374  
1835 Market Street · Suite 515  
Philadelphia, PA 19103  
(215) 569-1999

THIS IS NOT AN ARBITRATION, the  
MATTER ~~REMAINS IN THE~~ Trial Records  
IS HEREBY DENIED. DATED 03/23/19  
A. SILIGRINI

ANTONIO ROMERO  
7 Long Meadow Road  
Royersford, PA 19468

Plaintiff

Attorneys for Plaintiff

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

SEPTEMBER TERM, 2019  
NO

GUARDICORE, INC  
650 California Street, 7th Floor  
San Francisco, CA 94108

Defendant

CIVIL TRIAL DIVISION

NOTICE TO DEFENDANT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL AND INFORMATION SERVICE  
One Reading Center  
Philadelphia, PA 19107  
Telephone: 215-238-1701 &  
(215) 238-6333  
TTY: (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELPHIA  
SERVICIO DE REFERENCIA E INFORMACION LEGAL

One Reading Center  
Philadelphia, Pennsylvania 19107  
Telefono: 215-238-1701  
(215) 238-6333  
TTY-(215) 451-6197

SIDNEY L. GOLD & ASSOC., P.C.  
Sidney L. Gold, Esquire  
Identification No.: 21374  
1835 Market Street - Suite 515  
Philadelphia, PA 19103  
(215) 569-1999

THIS IS NOT AN ARBITRATION  
MATTER. A JURY TRIAL  
IS HEREBY DEMANDED

Attorneys for Plaintiff

ANTONIO ROMERO,  
7 Long Meadow Road  
Royersford, PA 19468

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

Plaintiff,

v

SEPTEMBER TERM, 2019  
NO.:

GUARDICORE, INC  
650 California Street, 7<sup>th</sup> Floor  
San Francisco, CA 94108  
Defendant

CIVIL TRIAL DIVISION

**CIVIL ACTION COMPLAINT**  
(*Pennsylvania common law*)

**I. PRELIMINARY STATEMENT:**

1. This is an action for an award of damages on behalf of Plaintiff, Antonio Romero ("Plaintiff") against Defendant GuardiCore, Inc ("Defendant"), who was harmed by the Defendant's unlawful actions.

2. This action arises under Pennsylvania common law. Plaintiff brings this action as a result of Defendant's unlawful misrepresentation with respect to Plaintiff's employment. Plaintiff further alleges that Defendant unlawfully breached his employment contract with the Defendant.

**II. VENUE:**

3. , Venue is proper in this judicial county as the Defendant regularly conducts business in Philadelphia, and the transactions and occurrences upon which Plaintiff's claims are based occurred in Philadelphia County.

**III. PARTIES:**

4. Plaintiff, Antonio Rojero ("Plaintiff"), is a thirty-two (32) year old male and citizen of the Commonwealth of Pennsylvania, residing therein at 121 Forelock Court West Chester, Pennsylvania, 19382

5. Defendant, GuardCore, Inc ("Defendant"), is a corporation duly organized and existing under the laws of the State of Delaware, maintaining a place of business located at 650 California Street, 7<sup>th</sup> Floor, San Francisco, California, 94108

6. At all times relevant hereto, Defendant was acting through its agents, servants and employees, who were acting within the scope of their authority, course of employment, and under the direct control of the Defendant.

**IV. STATEMENT OF FACTS:**

7. In or about January of 2017, Defendant began to actively recruit Plaintiff to fill Defendant's Technical Account Manager ("TAM") position.

8. By way of background, Defendant sells and installs security software that allows its customers to identify deficiencies in their data security in order to prevent possible data breaches

9 By way of further background, Defendant entered into a contract with Comcast Cable Communications, LLC ("Comcast") prior to Plaintiff's hire to install security software onto Comcast's servers

10. During Plaintiff's recruitment process, Defendant expressed that Defendant sought to hire an individual to work solely on the Comcast account. Specifically, the Defendant represented to Plaintiff that Defendant had a three (3) year contract with Comcast to install 85,000 software "agents" over the term of the three-year contract.

11. By way of background, "agents" are defined as specific pieces of software installed on each end point server. Agents collect and store data taken from various connections within Comcast's system and send the data to a management server for analysis.

12. During the recruitment process, Plaintiff expressed his hesitation to leave his then-current employment. Specifically, Plaintiff was not actively seeking alternative employment and was satisfied with his then-current role.

13. On or about March 15, 2017, Defendant extended its first employment offer to Plaintiff that included a \$135,000 salary plus a \$15,000 bonus and 10,000 shares in Defendant's stock.

14. In response thereto Plaintiff informed Defendant that the compensation offered would effectively result in a 15-20% pay reduction from his then-current employment when benefits and expenses were factored into the salary offer.

15. On or about March 26, 2017, Plaintiff rejected Defendant's employment offer after the parties were unable to reach an agreement on the terms of his employment.

16 Thereafter, on or about October 10, 2017, Ilan Stern ("Stern"), Vice President of Human Resources, contacted Plaintiff and indicated that Defendant was interested in pursuing further compensation negotiations.

17 On or about October 18, 2017, Defendant extended its second employment offer to Plaintiff that included a \$180,000 salary plus a \$20,000 bonus and 20,000 shares of Defendant's stock. In addition, Defendant stated that Plaintiff would be entitled to participate in a new benefit plan which would become effective in or about January of 2018.

18 In response thereto, on or about October 19, 2017 Plaintiff again expressed his hesitation over leaving his then-current employment. He contacted Stern to inquire about the benefit plan. Stern stated that he could not provide any details about the anticipated benefit plan. In connection thereto, Defendant further demanded that Plaintiff accept the said position by the end of the week.

19. As a result thereof, on said date Plaintiff rejected Defendant's employment offer.

20 Thereafter, on or about November 30, 2017, Mona Strick ("Strick"), Third Party Recruiter, contacted Plaintiff stating that Defendant wanted to make a third offer of employment.

21 On or about December 4, 2017, Plaintiff spoke with Shlomi Ceva ("Geva"), Director of Customer Success, about the roles and responsibilities of the TAM position. Geva represented to Plaintiff that Defendant had a good working relationship with Comcast, and that Defendant had already installed approximately 10,000 agents.

22. On said date, Plaintiff expressed to Defendant that he would sustain a significant loss by leaving his then-current employment. Upon information and belief, Plaintiff's expected losses totalled more than \$13,000 per annum.

23. On or about December 13, 2017, Plaintiff met with Geva, Nathan Purdue ("Purdue"), Vice President of North American Sales, and Ariel Zeitlin ("Zeitlin"), Chief Technology Officer. During said meeting, Geva, Purdue, and Zeitlin represented to Plaintiff that Defendant had a good working relationship with Comcast. They stated that Defendant had installed over 10,000 agents with an additional 2,000 installs expected to be completed by the end of December of 2017, and that Defendant completed approximately 40 to 50% of the Year 1 targets.

24. During said meeting, Plaintiff inquired what the specific targets were for the Comcast account and what would occur if said targets were not met. In response, Defendant stated that target estimates were 27,000 total installs in Year 1, 55,000 total installs in Year 2, and 85,000 total installs in Year 3. Defendant represented that the project was on schedule as expected.

25. On or about December 16, 2017, Defendant extended its third employment offer to Plaintiff that included an annual salary of \$180,000 plus \$20,000 in bonus and 20,000 shares of Defendant's stock. Additionally, the offer stated that Plaintiff would be "entitled to participate in the fringe benefit programs of the Company as shall be applicable to the Company's US employees."

26. On or about December 21, 2017, Plaintiff accepted Defendant's employment offer and submitted the signed offer letter.

27. On or about December 24, 2017, Stern sent Plaintiff an email stating "BENEFITS WILL BE FROM DAY 1 WE ARE GOING TO OFFER (AS OF JANUARY 2018) AN IMPROVED MEDICAL PLAN 100% COVER OF THE EMPLOYEE COST, 40% COVER OF THE FAMILY WITH A CAP OF \$1200. THIS ALSO INCLUDES DENTAL AND VISION WE WILL ALSO HAVE A MATCHING OF THE EMPLOYEE'S CONTRIBUTION TO 401K (50%) UP TO 6% OF THE SALARY (AND IMMEDIATELY VESTING FROM DAY 1)" Stern also confirmed. "BONUS IS PAID QUARTERLY. WE TRY TO PAY IT AS CLOSE TO THE END OF THE PREVIOUS QUARTER" A true and correct copy of the said email from Stern dated December 24, 2017 is attached hereto as Exhibit 'A'

28 On or about December 29, 2017, in anticipation of commencing employment in his new role with the Defendant, Plaintiff submitted his two-weeks' notice with his then employer, IT'S Networks, Inc

29. On or about January 14, 2018, Plaintiff commenced employment with the Defendant as a Technical Account Manager ("TAM")

30 On or about January 22, 2018, Defendant notified Plaintiff that Plaintiff was unable to contribute to his 401k benefits until on or about March 14, 2018 due to "paperwork delays." This directly contradicted the representations made by Defendant that Plaintiff would be able to contribute and match from the commencement of his employment

31 On or about January 25, 2018, Plaintiff met with Stern to discuss the benefits plan, as Plaintiff had not been notified when to enroll. Stern indicated that the

benefits plan was still pending approval by the Defendant's Board notwithstanding earlier representations that the plan would be effective on Plaintiff's first day of employment.

32. On or about February 19, 2018, Plaintiff again inquired about the benefits plan. Stern informed him that the benefits plan was still pending but that Defendant "hoped" it would become effective in or around April of 2018.

33. On or about February 26, 2018, Comcast informed Plaintiff that Comcast set a target for installation of 85,000 agents to be completed by the end of March of 2018, a gross deviation from the March 2020 target deadline outlined by Defendant during Plaintiff's recruitment process.

34. On or about April 4, 2018, Plaintiff met with Geva and Perdue to discuss the aforementioned discrepancy between Comcast and Defendant on the target date for the 85,000 agent installations.

35. During said meeting, Plaintiff learned, for the first time, that Defendant's service contract with Comcast was subject to yearly renewal, in direct contradiction to Defendant's prior representations that the services contract was subject to a fixed three-year term. More troubling, Plaintiff learned that there was growing concern that Comcast would not renew the service agreement.

36. On or about April 18, 2018, Defendant launched an upgrade to the installed agents in Comcast's servers. During said upgrade, it became apparent that the number of agents that were actually installed and active was substantially less than what had been reported.

37. Specifically, Plaintiff learned that Defendant had completed only approximately 5,000 to 7,000 installs. This figure was in direct contradiction to the representations made by Defendant at the time of Plaintiff's hire that Defendant had completed at least 12,000 installs.

38. On or about April 29, Plaintiff again inquired about the benefits plan Defendant promised him as part of his compensation

39. On or about May 2, 2018, Defendant informed Plaintiff that he was not included in the open enrollment letter for the benefit plan and that the enrollment period had closed on April 30, 2018. Upon information and belief, Defendant sent said open enrollment letter to employees in or about January of 2018 but never sent one to Plaintiff

40. On or about May 15, 2018, a Comcast representative disclosed to Plaintiff that Defendant misrepresented the TAM position to Plaintiff. Specifically, the representative informed Plaintiff that Comcast had requested an entirely different set of duties than what Defendant recruited Plaintiff to perform.

41. Thereafter, on or about May 16, 2018, Plaintiff attended a meeting with Geva during which Geva admitted that Plaintiff's position was not what Plaintiff "was led to expect."

42. On or about June 20, 2018, Defendant abruptly terminated Plaintiff's employment

**COUNT I**

*(Per Common law – Fraudulent Misrepresentation/Fraudulent Inducement)*  
Plaintiff v. the Defendant

43. Plaintiff incorporates by reference paragraphs 1 through 42 of this Complaint as though fully set forth at length herein.

44. The aforementioned promises and representations made by Defendant to Plaintiff were intended to induce Plaintiff to enter into an employment relationship with Defendant and forego other employment opportunities.

45. Plaintiff reasonably believed and relied upon the aforesaid promises and representations and was thereby induced to enter into an employment relationship with Defendant and forego other employment opportunities.

46. The aforesaid acts of Defendant were intentional, willful and in reckless disregard of Plaintiff's rights and interests, and were committed with the intent to deceive and to defraud Plaintiff.

47. As a direct and proximate result of Defendant's willful and malicious acts of deceit, misrepresentation and fraud, Plaintiff suffered severe emotional and psychological distress, discomfort, embarrassment, injury, pain and suffering.

48. As a further direct and proximate result of Defendant's willful and malicious acts of deceit, misrepresentation and fraud, Plaintiff has suffered a loss of earnings and a severely diminished earning capacity to his great financial detriment.

49 By reason of the willful and malicious acts of Defendant, as aforesaid, Plaintiff is entitled to punitive damages, in addition to compensatory damages, both of which he hereby claims of Defendant

**COUNT II**  
*(Per Common law – Negligent Misrepresentation)*  
Plaintiff v. the Defendant

50 Plaintiff incorporates by reference paragraphs 1 through 49 of this Complaint as though fully set forth at length herein

51. The aforementioned promises and representations made by Defendant to Plaintiff served to induce Plaintiff to enter into an employment relationship with Defendant and to forego other employment opportunities

52 Plaintiff reasonably believed and relied upon the aforesaid promises and representations and was thereby induced to enter into an employment relationship with Defendant and forego other employment opportunities.

53 Defendant made these representations and actively concealed true information at a time when it knew, or should have known, because of its superior position of knowledge, that the targets set in the contract with Comcast could not be achieved, and further that said contract was subject to yearly renewal.

54. As a direct and proximate result of Defendant's negligent acts of deceit, misrepresentation and fraud, Plaintiff suffered severe emotional and psychological distress, discomfort, embarrassment, injury, pain and suffering.

55 As a further direct and proximate result of Defendant's negligent acts of deceit, misrepresentation and fraud, Plaintiff has suffered a loss of earnings and a severely diminished earning capacity to his great financial detriment

56. By reason of the negligent acts of Defendant, as aforesaid, Plaintiff is entitled to punitive damages in addition to compensatory damages, both of which he hereby claims of Defendant

**COUNT II**  
*(Per Common law – Breach of Contract/Promissory Estoppel)*  
Plaintiff v. the Defendant

57. Plaintiff incorporates by reference Paragraphs 1 through 56 of this Complaint as though fully set forth at length herein

58. In accordance with its direct representations and promises to Plaintiff, the Defendant knew or should have known that Plaintiff would be reasonably induced to rely on its promise of employment as aforesaid

59. Plaintiff reasonably relied upon Defendant's promise of employment and was indeed induced to leave his prior position of employment as a result thereof

60. Defendant failed to uphold its promise to employ Plaintiff.

61. As a direct and proximate result of the Defendant's failure to perform in accordance with its promises, Plaintiff has suffered economic damages.

**WHEREFORE**, Plaintiff demands that judgment be entered in his favor and against Defendant in an amount in excess of \$50,000 in economic damages and compensatory damages for emotional distress, together with costs, interest, and attorneys' fees

**JURY DEMAND**

Plaintiff demands a trial by jury.

SIDNEY L. GOLD & ASSOC., P.C.

*/s/ Sidney L. Gold, Esquire*

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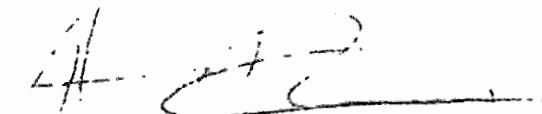
SIDNEY L. GOLD, ESQUIRE  
I.D. NO : 21374  
1835 Market St., Ste. 515  
Philadelphia, PA 19103  
(215) 569-1999  
Attorney for Plaintiff

Dated: September 16, 2019

VERIFICATION

I hereby verify that the statements contained in the attached Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Title 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 6/17/19

  
ANTONIO ROMERO, PLAINTIFF

APR911 Mail - Outstanding Questions

<https://mail.google.com/mail/u/0/#inbox/194154b51&view=pt&search=si&permmsgid=msg-f:1>

GM :)

Antonio Romero <tony.romero@apr911.net>

### Outstanding Questions

Ilan Stern <ilan.stern@guardcore.com>  
To: Antonio Romero <tony.romero@apr911.net>

Sun Dec 24 2017 at 12:08 PM

Hey Tony Merry Christmas!  
See my answers in your text (IN RED CAPITALS)

Happy New Year!  
18 :)

Ilan Stern  
VP Human Resources  
+972 54 8100 371

### CHECK IN ON GUARDCORE AS FUDOM

GuardCore - an exclusive of the 10 most up rising startups 2017

On Sun, Dec 24, 2017 at 6:18 PM, Antonio Romero <tony.romero@apr911.net> wrote:  
Hello,

As discussed, here are all my questions that remain outstanding. Again these are largely for my own edification so I can plan appropriately so no real rush.

1) Pay checks - Nathan said paychecks are issued bi-monthly but couldn't recall which days. A) FS, I'm paid bi-monthly on the 16th and last day of the month unless those dates are a weekend or holiday in which case I'm paid the last banking day before. Is GuardCore the same? YES SAME DATES (WE USE TR-NET AS A PAYROLL PROVIDER)

2) Pay period - Are pay checks paid current (e.g. a Jan 31 paycheck includes hours worked from the day after previous paycheck to Jan 31) or are they paid in arrears? If in arrears, how far? WE PAY FOR THE LAST 14 DAYS

3) Bonus - Is bonus paid in an annual lump sum or divided quarterly? What is the period covered by the bonus payment(s)? At FS, I receive a 14% total bonus paid in quarterly payments of 3.5% each, the period covered is the calendar quarter and bonus is paid in the 2nd paycheck of the following quarter (e.g. 1Q paid 4/30, 2Q paid 7/31, 3Q paid 10/31, 4Q paid 1/31). BONUS IS PAID QUARTERLY WE TRY TO PAY IT AS CLOSE TO THE END OF THE PREVIOUS QUARTER



AEPY - Tel Aviv - Constantine &amp; Sons, P.C.

https://mail.google.com/mail/u/0/#inbox?ui=2&amp;search=and%20from%20me%20&amp;view=list&amp;label=All%20Mails

4) Benefits: I still have no information on benefits. I know you are working on a new benefit package that you can't disclose just yet but will hopefully go into effect before or shortly after I start and will be better than the current plan but can I at least get a copy of the current benefits so I can plan accordingly? Also will the benefits be effective from Day 1 or is there a waiting period? A. NO, TO YOU, WE ARE GOING TO OFFER AS OF JANUARY 2018 AN MTH MT DMD C4 PLAN THAT COVER OF THE EMPLOYEE AND 40% COVER OF THE FAMILY WITH A CAP OF \$1200 THIS ALSO INC MDS DENTAL AND VISION. WE WILL ALSO HAVE A WAITING OF THE EMPLOYEE'S CONTRIBUTION TO 40 K IS 50%, UP TO 5% OF THE SALARY (AND IMMEDIATE VESTING FROM DAY 1)

5) 401k Benefits: I know you indicated you are still working on the 401k and that there is a planned match, are you able to provide any more details on the planned matching (and vesting)? Due to contributions, I will likely need to change my 75 contributions ahead of my last paycheck(s) in January. SEE ABOVE

6) Equipment: What are my options regarding equipment? Will Guardcore be providing a laptop or stipend for purchasing a laptop? What about a cell phone and/or services? I'm currently reliant on my FS issued laptop which will have to be returned when I leave FS. YOU WILL GET A LAPTOP (WE USUALLY WORK WITH DELL OR APPLE YOUR CHOICE YOU WILL GET IT ON YOUR FIRST DAY CELL PHONE IS BYOD AND YOU CAN GET REIMBURSEMENT FOR SPECIFIC EXPENSES (INTERNAL WE USE SLACK SO NO CHARGE FOR INTERNATIONAL CALLS)

7) Time Off: The terms of time off in the offer letter simply stated 15 days and 5 sick days. I'm assuming as is typical in the US the sick days are granted on the 1st of the year and are use them or lose them and I am assuming the 15 days are granted at a steady rate of 5hrs per pay period. Can I roll-over time-off and if so, what is the maximum accrual? A. FS I get 666 hours every pay period for 20 days a year and can collect up to 240 hours (30 days) total time off before I have to use it or lose it. WE ARE FLEXIBLE → YOU CAN USE IF NEEDED MORE THAN YOU HAVE IN YOUR CURRENT BALANCE MAXIMUM ACCRUAL IS 30 DAYS (SO YOU CAN TRANSFER 15 DAYS TO THE FOLLOWING YEAR BUT YOU WILL NEED TO USE IT DURING THAT YEAR)

8) Holidays: I presently receive 9 fixed no days based primarily on US holidays (New Years, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve). It seems I assume my calendar will likely follow Comcast's which is only 7 days as it doesn't include the day after Thanksgiving or Christmas Eve and swaps Martin Luther King Day in January for President's Day in February but considering Guardcore originally wanted me to travel in November over the Thanksgiving holiday and I will be in Tel Aviv over Martin Luther King, it bears asking what are the observed US holidays for US Guardcore Employees. WE GIVE 10 FEDERAL DAYS

### US Holiday Schedule - 2018

- 1 New Year's Day (Monday January 1, 2018)
- 2 President's Day (Monday February 19, 2018)
- 3 Good Friday (Spring Break Holiday Monday March 30, 2018)
- 4 Memorial Day (Monday May 28, 2018)
- 5 Independence Day (Wednesday July 4, 2018)
- 6 Labor Day (Monday September 3, 2018)
- 7 Thanksgiving Day (Thursday November 22, 2018)
- 8 Day After Thanksgiving (Friday November 23, 2018)
- 9 Christmas Eve (Monday December 24, 2018)
- 10 Christmas Day (Tuesday December 25, 2018)

APPENDIX - MA - Outstanding Questions

<https://docs.google.com/document/d/1Kz-294154155-8v1wspf8smtc1abp0vzsgu-n3gF1>

9) Stock Options - Can you clarify the language of the stock option grants given my start date of January 15? I understand I will receive 25% on January 15 2019 and that they will vest quarterly over the next 3 years but was confused by the language 'at the end of each calendar quarter commencing with the first quarter after the first anniversary'. Read one way, I'll be 25% vested on January 16 2019, and 31.25% vested on April 1 2019 with 100% vested on 12/31/2021 and read another way, I'll be 25% vested on January 16 2019 but won't be 31.25% vested until July 1 and won't be 100% vested until March 31 2022. THIS IS A SIMPLE ONE - (YOU WILL BE 25% VESTED ON JAN 16 2019 AND THEN ON EACH BEGINNING OF A QUARTER YOU WILL BE VESTED AN ADDITIONAL 6.25% FOR 12 QUARTERS (IE APRIL 1 2019 JULY 1 2019 =25% OF YOUR TOTAL GRANT AFTER THE FIRST YEAR CLIFF + 75% OF YOUR TOTAL GRANT DURING THE NEXT 3 YEARS QUARTERLY.

10) Stock Purchases - I'm guessing not but figured I'd ask to confirm anyway. Is there any option to reinvest/buy shares in addition to those options granted to me? I'm a big proponent of employee ownership and was investing 10% of my pay per year back into FS, though as a publicly traded company FS was already set-up for an employee stock purchase plan. CURRENTLY NO. ALL STOCK OPTIONS ARE RESERVED FOR FUTURE HIRES. (ON THE OTHER HAND, WE RE GRANT MORE OPTIONS IN SPECIFIC CASES (PROMOTIONS EXCELLENT SERVICE END OF 4 YEARS )

11) Start Date(s) - I know Iamar will be working on travel arrangements to Tel Aviv and assume he will be in touch in the next few days. Can you confirm the anticipated schedule while I am in Tel Aviv? What has Tomcast been told as far as my start date and schedule with them? WE NEED YOU IN ISRAEL FOR 10 WORKING DAYS FOR TRAINING. WE WORK SUNDAY - THURSDAY. (CMCAST IS EXPECTING YOU BEGINNING OF FEBRUARY IF YOU CAN START A DAY OR TWO EARLIER AND FLY OUT ON SUNDAY, OR EVEN SATURDAY WE WILL BE ABLE TO HAVE THE FULL TWO WEEKS AND YOU WILL FLY BACK THURSDAY. IF NOT WE WILL NEED TO SCOOT IT SOMEHOW.

That's all of the ones I can think of at the moment. The flight will be a few minutes +/- 10% of the time. If you know, FREEE. FREE TO ASK IF SOMETHING IS NOT CLEAR. HAPPY NEW YEAR.

Thanks!  
Inny Romero

43757-1-1-1-1-1-1-1

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANTONIO ROMERO,

Plaintiff,

v.

GUARDICORE, INC.,

Defendant.

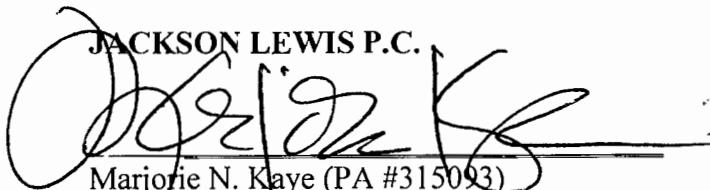
: CIVIL ACTION NO.:

:  
: NOTICE OF COMPLIANCE  
: WITH 28 U.S.C. § 1446(d)

TO: Clerk of Court  
United States District Court for the  
Eastern District of Pennsylvania  
2609 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

Sidney L. Gold  
Sidney L. Gold & Assoc., P.C.  
1835 Market Street · Suite 515  
Philadelphia, PA 19103

Pursuant to the requirements of 28 U.S.C. § 1446(d), on October 22, 2019, a notice and petition for removal, a true copy of which is attached hereto as Exhibit A, will be filed with the Clerk of the Pennsylvania Court of Common Pleas, Philadelphia County, Civil Division.

  
JACKSON LEWIS P.C.  
Marjorie N. Kaye (PA #315093)  
Kristin L. Witherell (PA #325594)  
Three Parkway  
1601 Cherry Street, Suite 1350  
Philadelphia, PA 19102  
T: (267) 319-7802  
F: (215) 399-2249  
[marjorie.kaye@jacksonlewis.com](mailto:marjorie.kaye@jacksonlewis.com)  
[kristin.witherell@jacksonlewis.com](mailto:kristin.witherell@jacksonlewis.com)  
ATTORNEYS FOR DEFENDANT

Dated: October 22, 2019

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANTONIO ROMERO,

Plaintiff,

v.

GUARDICORE, INC.,

Defendant.

CIVIL ACTION NO.:

**CERTIFICATE OF SERVICE**

I hereby certify that on this 22<sup>nd</sup> day of October 2019, a true and correct copy of **Defendant's Notice of and Petition for Removal** was filed with the Court and served upon the individuals listed below, via E-mail and/or Overnight Mail.

Sidney I. Gold, Esquire  
1835 Market Street, Suite 515  
Philadelphia, PA 19103

  
Marjorie N. Kaye (PA #315093)

4846-5409-7834, v 1

**FILED**  
OCT 22 2019  
KATE BARKMAN, Clerk  
Dep. Clerk  
By

# EXHIBIT A

Marjorie N. Kaye, Jr. Esq. (Bar ID #315093)

Kristin L. Witherell, Esq. (Bar ID #325594)

JACKSON LEWIS P.C.

Three Parkway

1601 Cherry Street, Suite 1350

Philadelphia, PA 19102

267-319-7802

ATTORNEYS FOR DEFENDANT

**IN THE COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY**

ANTONIO ROMERO,

Plaintiff,

v.

GUARDICORE, INC.,

Defendant.

: Civil Action No.:

:

: **NOTICE AND PETITION FOR  
REMOVAL OF A CIVIL ACTION FROM  
THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY,  
PENNSYLVANIA**

:

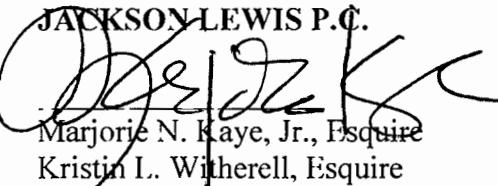
TO: Clerk of Judicial Records  
Philadelphia City Hall  
Room 284  
1400 John F. Kennedy Blvd,  
Philadelphia, PA 19107

Sidney L. Gold, Esq.  
Sidney L. Gold, Esquire  
1835 Market Street – Suite 515  
Philadelphia, PA 19103

**PLEASE TAKE NOTICE** that Defendant Guardicore, Inc. (“Defendant” or “Guardicore”) forwarded for filing its notice and petition for removal of this action to the United States District Court for the Eastern District of Pennsylvania on the 22<sup>nd</sup> day of October 2019. A copy of the notice and petition filed with the United States District Court is submitted herewith as Exhibit A.

**PLEASE TAKE FURTHER NOTICE**, that Defendant hereby files a copy of its notice and petition with the Court of Common Pleas of Philadelphia County, Pennsylvania, in accordance with 28 U.S.C. § 1446.

Respectfully submitted,

By:   
JACKSON LEWIS P.C.  
Marjorie N. Kaye, Jr., Esquire  
Kristin L. Witherell, Esquire  
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1601 Cherry St., Suite 1350  
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[kristin.witherell@jacksonlewis.com](mailto:kristin.witherell@jacksonlewis.com)  
ATTORNEYS FOR DEFENDANT

Dated: October 22, 2019

Marjorie N. Kaye, Jr., Esq. (Bar ID #315093)  
Kristin L. Witherell, Esq. (Bar ID #325594)  
JACKSON LEWIS P.C.  
Three Parkway  
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Philadelphia, PA 19102  
267-319-7802  
ATTORNEYS FOR DEFENDANT

**IN THE COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY**

ANTONIO ROMERO,

: Civil Action No.:

Plaintiff,

:

v.

GUARDICORE, INC.,

:

Defendant.

:

**FILED**

OCT 22 2019

KATE BARKMAN, Clerk  
Dep. Clerk

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of **Defendant's Notice and Petition for Removal of a Civil Action from the Court Of Common Pleas of Philadelphia County, Pennsylvania** and this **Certificate of Service** were served upon Plaintiff's counsel, Sidney L. Gold, Esq. at his address located at 1835 Market Street Suite 515, Philadelphia, PA 19103 via overnight mail, on this 22<sup>nd</sup> day of October 2019.

JACKSON LEWIS P.C.  
By: \_\_\_\_\_  
Marjorie N. Kaye (PA #315093)